

## **REMARKS**

This Amendment is submitted in response to the Office Action mailed September 15, 2009. Claims 1-6 and 36-46 are rejected. In this Amendment, claims 1, 6, 40, and 46 have been amended. Claim 47 has been added. No claims have been canceled. It is respectfully submitted that the amendment do not add new matter. Applicants reserve all rights with respect to the applicability of the Doctrine of Equivalents. Applicants respectfully request consideration of the subject application as amended herein.

### ***Claim Rejections under 35 U.S.C. §103(a)***

The Examiner has rejected claims 1-6 and 36-46 under 35 U.S.C. §103(a) as being unpatentable over Levine (U.S. Patent No. 6,233,566, hereinafter "Levine") in view of *In re Venner*, 262 F.2d 91, 120 U.S.P.Q. 193, 194 (CCPA 1958, hereinafter "*In re Venner*").

Levine describes an exchange system that publishes loans that have already been fulfilled and funded, for sale to buyers in a trading bid (Levine, col. 21, lines 23-40; col. 21, lines 57 to col. 22, lines 37; and figure 23). Sellers post loans or loan pools on the system of Levine, and buyers are able to browse the published offers (Levine, col. 21, line 24 to col. 22, line 4). When a buyer finds a loan or loan pool of interest, the Exchange System enables the buyer and seller to engage in a negotiation for the loan (Levine, col. 22, line 60 to col. 23, line 52).

Claim 1, as amended, recites:

A method for managing loan products on a server, said method comprising the server performing steps of:

receiving by a computer processor of the server a commitment contract, the commitment contract specifying a number of loan products to be fulfilled as a group to satisfy said commitment contract;

automatically managing by said processor one or more underwriting criteria for said loan products, wherein one of said loan products has a corresponding group of underwriting criteria, and wherein automatically

managing comprises automatically evaluating the underwriting criteria, calculating and assigning by said processor a fulfillment grade to a funded loan based on data stored in a database of funded loans for said loan products, and automatically executing actions to fulfill the commitment contract according to the underwriting criteria with the specified number of loan products, wherein the fulfillment grade is based on a reliability score for data obtained during a fulfillment process including a verification by the processor of an electronic certificate associated with a borrower of the funded loan;

automatically generating loan documents for said loan products for signature by a borrower when said one or more underwriting criteria are fulfilled; and

accepting one or more of an electronic certificate of the borrower and a biometric signature of the borrower as a signature on the automatically generated loan documents.

(Emphasis Added)

That is, a method for managing loan products on a server comprises receiving a commitment contract by a computer processor of the server. The commitment contract specifies a number of loan products to be fulfilled as a group to satisfy said commitment contract. Underwriting criteria are automatically managed for said loan products. One of said loan products has a corresponding group of underwriting criteria. Furthermore, the processor calculates and assigns a fulfillment grade to a funded loan based on data stored in a database, including a verification of a borrower's electronic certificate. Actions are then automatically executed to fulfill the commitment contract according to the underwriting criteria with the specified number of loan products. Loan documents are automatically generated when underwriting criteria are fulfilled and one or more forms of electronic verification of the borrower are accepted as a signature of the loan documents.

Applicants respectfully submit that a combination of Levine and Leapfrog fail to describe or suggest "automatically generating loan documents for said loan products for signature by a borrower when said one or more underwriting criteria are fulfilled; and accepting one or more of

an electronic certificate of the borrower and a biometric signature of the borrower as a signature on the automatically generated loan documents," as claimed.

Levine describes an auction system that allows sellers to post existing loans and loan pools on an Exchange System. Buyers can make bids on loans/loan pools placed on the system. Finally buyers and sellers can negotiate electronically via the Exchange System (*See* Levine, Exchange System, columns 21-25). When a borrower accepts an offer of a seller during an auction, existing loan files are forwarded to a trust company that ensures the buyer has pre-registered with the trust company (Levine, column 24, lines 8-20). Thus, Levine describes a system that forwards existing loan files between the parties via the auction system when an auction bid is satisfied.

Claim 1, as amended, recites in part "automatically generating loan documents for said loan products for signature by a borrower when said one or more underwriting criteria are fulfilled." Thus, loan documents are generated for signature by a buyer when underwriting criteria are satisfied. Because Levine merely forwards existing documents between a buyer, seller, and trust company when a buyer's bid is accepted, Levine does not describe or suggest generating loan document at any time, let alone "automatically generating loan documents for said loan products for signature by a borrower when said one or more underwriting criteria are fulfilled."

Furthermore, claim 1 recites in part "accepting one or more of an electronic certificate of the borrower and a biometric signature of the borrower as a signature on the automatically generated loan documents." As discussed above, Levine utilizes a pre-registration process of a buyer with a trust company (Levine, column 24, lines 8-20). As long as the buyer is pre-registered, a loan is transferred to the buyer upon a seller accepting the buyer's bid (Levine,

column 24, lines 8-20). Levine, however, is silent as to a buyer signing any loan documents either manually or electronically. Thus, Levine also fails to describe or suggest "accepting one or more of an electronic certificate of the borrower and a biometric signature of the borrower as a signature on the automatically generated loan documents."

The Examiner further notes that under *In re Venner* manual activities may be replaced by automatic or mechanical means (Final Office Action, mailed 2/18/09, page 5). As discussed above, however, Levine fails to describe or suggest "automatically generating loan documents for said loan products for signature by a borrower when said one or more underwriting criteria are fulfilled; and accepting one or more of an electronic certificate of the borrower and a biometric signature of the borrower as a signature on the automatically generated loan documents." Therefore, even if the methods and system of Levine were automated (e.g., *In re Venner*), a combination of Levine and *In re Venner* would fail to describe or suggest each and every limitation as claimed.

Therefore, Applicants respectfully submit that claim 1 is not obvious over a combination of Levine and *In re Venner*. Independent claim 40 includes similar limitations and features as those discussed above with respect to claim 1, and thus is similarly not rendered obvious by a combination of Levine and *In re Venner*. Since the remaining claims depend from one of claims 1 and 40, and include additional limitations and features, the remaining claims are also not anticipated by Levine and *In re Venner*.

With respect to claims 5 and 6, the Examiner further rejects the claims as having nonfunctional descriptive material (Office Action, 9/15/09, page 5). With respect to claim 5, Applicants claim storing data and transmitting data over a network. With respect to claim 6, Applicants claim modifying data in response to specific events. Thus, claims 5 and 6 are

directed to processes performed by the claimed method, and not nonfunctional descriptive material. Thus, Applicants respectfully request withdrawal of the rejection of claims 5 and 6 as being directed to nonfunctional descriptive material.

Therefore, Applicants respectfully request withdrawal of the rejection of claims 1-6 and 36-46 under 35 U.S.C. §103(a) as being unpatentable over Levine in view of *In re Venner*.

Newly added claim 47 depends from independent claim 1, and includes additional features and limitations. Thus, claim 47 is also not rendered obvious by a combination of Levine and *In re Venner*.

### ***Conclusion***

Applicant respectfully submits that in view of the amendments and discussion set forth herein, the applicable rejections have been overcome. Accordingly, the present and amended claims should be found to be in condition for allowance.

If a telephone interview would expedite the prosecution of this application, the Examiner is invited to contact the undersigned at (408) 720-8300.

If there are any additional charges/credits, please charge/credit our deposit account no. 02-2666.

Respectfully submitted,  
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP

Dated: January 14, 2010

/William L. Jaffe/  
William L. Jaffe  
Reg. No. 64,977

Customer No. 08791  
1279 Oakmead Parkway  
Sunnyvale, CA 94085  
(408) 720-8300